

**AMENDMENT #2
TO
LORSTAN PHARMACEUTICAL, LLC
OPERATING AGREEMENT**

THIS AMENDMENT TO OPERATING AGREEMENT is made and entered into as of December 26, 2018, by Lorstan Pharmaceutical, LLC, a Delaware limited liability company with offices at 10773 NW 58th Street, Suite 751, Doral, FL 33178 ("Lorstan") and the undersigned.

WITNESSETH:

WHEREAS, the Manager wishes to modify certain terms of the Operating Agreement to reflect the agreement of the members; and

WHEREAS the Managers and the Members have approved this amendment.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and the mutual promises contained herein, the parties hereto agree to amend their understandings as follows:

1. Section 10.1 is amended to read as follows:

"10.1 Except with respect to Section 10.1A (a) Net Profits, Net Losses, and other items of income, gain, loss, deduction, and credit of the Company shall be determined by combining the results of all Lorstan Businesses.

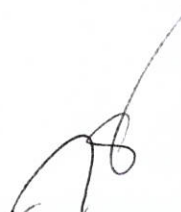
2. A new Section 10.1A is inserted to read as follows:

"10.1A. Allocations of Net Profits and Net Losses from Operations. Except as otherwise provided in this Article X, Net Profits, Net Losses, and other items of income, gain, loss, deduction, and credit of the Company shall be apportioned as follows:

(a) The first Net Profits and other items of income and gain of a Lorstan Business up to the aggregate cash contributions of the Members with respect to that Lorstan Business shall be allocated to Dr. Victor Loria and John Stanise in proportion to their individual cash contributions to that Lorstan Business;

(b) The next Three Million Dollars (\$3,000,000) of Net Profits and other items of income and gain, 50% to each of Dr. Victor Loria and John Stanise;

(c) The remaining Net Profits and Net Losses, and other items of income, gain, loss, deduction, and credit of the Company 70% to Dr. Victor Loria and 30% to John Stanise;


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(d) The remaining Net Profits, Net Losses, and other items of income, gain, loss, deduction, and credit of the Company derived from businesses which the Company pursues pursuant to the terms of Section 17.1(a), (b) or (c) shall be apportioned 75% to Dr. Victor Loria and 25% to John Stanise.

3. Exhibit A is amended by the addition of the following term:

A "Lorstan Business" shall mean a set of interrelated activities related to a product undertaken by the Company.

4. The Operating Agreement, as amended, is otherwise confirmed.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the date set forth beside our names.



Dr. Victor Loria

1-3-19



John Stanise